

## **EXHIBIT E**

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**August 6, 2003**

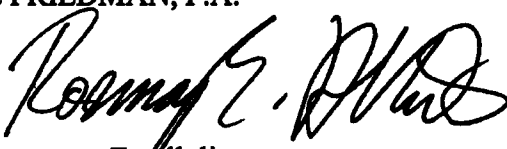
**Robert A. Gaumont, Esquire  
Piper Rudnick  
6225 Smith Avenue  
Baltimore, Maryland 21209**

**Re: Xerox v. Phoenix Color, et al  
Civil Action No.: WDQ 02 CV 1734**

**Dear Mr. Gaumont,**

**Enclosed, please find a legible copy of the document that you requested. Please contact me if you have any questions or concerns.**

**Very truly yours,  
WEINSTOCK, FRIEDMAN  
& FRIEDMAN, P.A.**

  
**Rosemary E. Allulis**

**Enclosure**

USCO

Contract

Simplification

Learner Guide

*deliver  
the  
Promise*

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**Sale / Maintenance Agreement Highlights****Customer Information**

- Be sure to use customer's legal name on line 1.
- TAX ID - new field.
  - Required on all commercial financed transactions.
  - Eliminates the need for UCC forms.
  - Not the same as the sales tax exempt certificate number.
  - Get this information from the customer's controller, VP of Finance, or Accounts Payable contact.

**Replacement / Modification of Prior Xerox Agreement**

- New section - used to change an agreement a customer already has with Xerox.
- Use MODIFICATION for:      Use REPLACEMENT for:
 

— Add-on Accessories	— Contract Substitutions
— Upgrades	— OTP Transactions
— Contract Extensions	
— Price Plan Changes	

**Maintenance Price Information & Adjustment Period**

- New sections.
- Use them to describe Monthly Base Charge and Print Charges for any maintenance plan.
- Use Adjustment Period to reflect any changes in how the customer will be billed in the initial months after install (such as for Warranty Buyouts or Prepaid Months for Lease agreements, or Supplies billed during the Warranty Period for Supplies & Maintenance contracts).

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## Sale / Maintenance Agreement

THE DOCUMENT COMPANY  
XEROX

**SALE / MAINTENANCE AGREEMENT**

Customer's Legal Name (Name) \_\_\_\_\_  
Name Overflow (if needed) \_\_\_\_\_  
Street Address \_\_\_\_\_  
Box/Routing \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip Code \_\_\_\_\_  
Tax ID# \_\_\_\_\_  
Customer Name (Install) \_\_\_\_\_  
Name Overflow (if needed) \_\_\_\_\_  
Installed at Street Address \_\_\_\_\_  
Floor/Room/Kitchen \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip Code \_\_\_\_\_  
Country Installed In \_\_\_\_\_  
Customer Requested Install Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Check all that apply**

☐ Tax Exempt (Certificate Attached)  
☐ Assoc./Coop. Name \_\_\_\_\_  
☐ Negotiated Contract # \_\_\_\_\_  
☐ Attached Customer P.O. #s \_\_\_\_\_ Supplier \_\_\_\_\_  
Sale \_\_\_\_\_ Mktg. \_\_\_\_\_  
☐ State or Local Government Customer  
☐ Replacement/Modification of Prior Xerox Agreement  
Agreement covering Xerox Equipment Serial# (or 95#) \_\_\_\_\_  
at hereby ☐ modified ☐ replaced. Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Comments \_\_\_\_\_  
☐ Installation Sales Information Total Inst.  
Install. Sale Term: \_\_\_\_\_ mo. Int. Rate \_\_\_\_\_ % Payable \$: \_\_\_\_\_  
☐ Prepaid Invoice: \_\_\_\_\_ months  
☐ Refin. of Prior Agmt. ☐ Xerox (95#) \_\_\_\_\_ ) ☐ 3rd Party Eq.  
Ann. Refin. \$ \_\_\_\_\_ (Int. Rate \_\_\_\_\_ % Total Int. Payable: \$ \_\_\_\_\_  
☐ Maintenance Information  
Maintenance Term: \_\_\_\_\_ months  
☐ Supplies included in Base/Print Charges

**Cash Sale/Installation Sale - Payment Information**

Product (with serial number, if in place situation)	Qty	Prev Install.	Fin I Interest	Cost Instal.	Warr # mo	List Price (Total)	Down Payment	Total Discount (Inc. Trade-In)	Net Price (Total)
						\$	\$	\$	\$
						\$	\$	\$	\$
						\$	\$	\$	\$
						\$	\$	\$	\$
						\$	\$	\$	\$
						\$	\$	\$	\$
\$ _____ : MONTHLY INSTALLMENT SALE PAYMENT (excl. of applic. taxes)									

**Maintenance Agreement Print Information**

☐ Adjustment Period (Maintenance Agreement Only)

Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints	\$
Prints	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints	\$

Mo. Min.# of Prints  
(based on Meter 1 Print Charges)

Period A - Mo. Affected	
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints	\$
Prints	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints	\$

Mo. Min.# of Prints  
(based on Meter 1 Print Charges)

Period B - Mo. Affected	
Monthly Base Charge	\$
Print Charge Meter 1:	\$
Prints 1 -	\$
Prints	\$
Prints	\$
Print Charge Meter 2:	\$
Prints 1 -	\$
Prints	\$

Mo. Min.# of Prints  
(based on Meter 1 Print Charges)

☐ Purchased Supplies ☐ Cash ☐ Financed ☐ Converted

Roller #	Qty	Description	Price
			\$
			\$
			\$
			\$
Total Price ~			\$

☐ Trade-In Allowance Print Principal Payment

Manufacturer	Model/Serial #	Allowance
		\$
		\$
		\$
Total Allowance Applied ~		\$

Total Allowance Applied to: ☐ Trade-In Equipment Balance: \$  
☐ Price of Replacement Equip. \$

☐ Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	<input type="checkbox"/> Cash <input type="checkbox"/> Finance <input type="checkbox"/> Support Onl.	
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees ~		\$

☐ K-16 Bitting

Suspension  
(check 1 as required)

Months affected  
☐ June only  
☐ July only  
☐ August only  
☐ June - July  
☐ July - August

**Additional Options (check all that apply)**

☐ Run Length Plan ☐ Fixed Price Plan  
☐ Per-Page Pricing ☐ Annual Charge Plan  
☐ Extended Service Hours:  
Description: / \$ \_\_\_\_\_ mo.  
☐ Comp. Replacement Program: \$ \_\_\_\_\_ / year  
☐ Std. Maint. Agent: \$ \_\_\_\_\_  
☐ Attached Addenda  
Date# \_\_\_\_\_ ( ) fax# \_\_\_\_\_

**Agreement Presented By:**

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Xerox Corporation - Acceptance By:  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

**Customer:**

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

Form 5188A (11/90)

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## Customer Signature and Order Submission Requirements

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Since the new agreements are no longer a "one-write" NCR form, there are some changes to the Customer Signature and Order Submission requirements:

**AN ORIGINAL INK SIGNATURE IS REQUIRED ON ALL ORDER DOCUMENTS SUBMITTED FOR PROCESSING.**

There are two ways to do this:

### **1. COPY IN ADVANCE METHOD:**

---

*Before leaving the office:*

- Fill out as much of the order as possible;
- Make a copy of the cover sheet;

*At the customer site:*

- Fill in the rest of the order on **both** the copy and the original;
- Have the customer sign both the copy and the original in ink.

### **2. COPY AT THE CUSTOMER SITE METHOD:**

---

*At the customer site:*

- Fill out the entire order **except** for the signature
- Make a copy
- Have the customer sign both the original and the copy in ink.

Whichever method you use, be sure to:

- Leave the signed original, with terms and conditions attached with the customer;
- Submit the copy with the original ink signature to the Customer Business Rep for processing.

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**Lease Agreement Highlights****Lease Information Section**

- Use it to indicate term of the agreement.
- Interest Rate fields apply only to State or Local Government Customers or to Refinance transactions where disclosure is required.

**Payment Information Section**

- Purchase Option - write in fixed purchase option amount or FMV for Fair Market Value transactions.

**Price Information Section**

- Reflects amounts for the Lease payment and the maintenance component.
- Monthly Base Charge and Monthly Minimum Lease Payment are always the same unless it is a separately billed Cost Per Copy, with an Average Monthly Print Volume (AMPV) greater than zero.

**Adjustment Period Section**

- This section is used for Warranty Buyouts or Prepaid Months on the Lease Agreement.





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### **Example # 1 - Lease Agreement (Loudoun, Inc.)**

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**Video** Watch the video segment for Example # 1. When finished, STOP the tape to review the information here more closely.

---

#### **Customer Information Summary**

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- The customer, Loudoun Inc. wants to lease a 5365FIN
- The lease term is 60 months
- The Purchase Option Amount is \$3,000
- Sue Sickle is the President of the company
- The customer's name and address is as follows:
  - Loudoun, Inc.
  - 150 South Avenue
  - Chicago, IL - 60016
  - County: Cook
- The customer's Federal Tax ID # is: 001-20113-13
- The Customer Requested Install Date is: 2/15/97
- Per print charge is \$0.0102 (from the Price List)
- The Minimum Monthly Lease payment is \$1,078.15 (from Sale Range)

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## Lease Agreement for Loudoun, Inc.

[illegible]



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### Example # 3 - Multiple Unit Cash Sale with Supplies & Maintenance Agreement (DiFlore Construction)

**Video** Watch the video segment for Example # 3. When finished, **STOP** the tape to review the information here more closely.

#### Customer Account Information

- The customer's name and address is;
  - DiFlore Construction
  - 155 Pool Avenue
  - Lincoln, NE - 78110
  - County: Lurell
- They want to Purchase two Cash Sale Units with Supplies included in the Base / Print Charges of their maintenance agreements.
- The customer is purchasing the following equipment:

Unit	Maintenance Option	GRID
5328ZTAST	<ul style="list-style-type: none"> <li>• 36 Month Warranty</li> <li>• Supplies Included</li> </ul>	1/4/97
5385FIN	<ul style="list-style-type: none"> <li>• 3 Month Warranty</li> <li>• Supplies Included</li> <li>• 48 month FSMA</li> </ul>	10/13/96



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**Sale Range Unit Summary Screen - Example # 3 - Unit 1 - DiFiore Construction**

```

ISRP3203 NP Order Proposal Worksheet      Contract Unit Summary 01/15/97 12:59
WORKSHEET: 51753 UNIT: 1 of 2            Bill Cd/Mt 5195 / 1 Unit Status OARDY
Contract ID 0709364 02 Type BPA Cust COMMERCIAL TRANSACTION CONTRACT
Tran Type SNB Order Date 09/30/96 Dist Rep 80243C Prod 5328ZTAST Qty 1
Contract Balance 0 Contract Price 9,815
Std/Qtd Amt 0 / 0 Flexibility Cost 0
Buyout Value 0 (Cash Discount) 0
Contr Warr 0 Addl 0 Total 36 Sales Quoted Price 9,815
Addtl Warranty Value 0 (Net Trade-In) 0
Other 0 (Credit Usage) 0
Purch Opt Amt 0 (Invoice Award Amt) 0
Finance Rate Reduction 0 Subtotal Invoice 9,815
Pre Paid Months Amt 0 Financed Amount 0
Order Credit Earned 0 Std/Qtd Rate 0.00 / 0.00 Term 36
Target Revenue 8,485 Fin Monthly Payment Amount 0.00
Sales Rep Floor 8,025 CPC Monthly Payment Amount 40.60
Manager Floor 7,210 Total Revenue 10,665
Eq Comm Floor 6,435 Eq Comm Prc 10,665 FSMA 0
Above Rep Floor 1,790 Finance 0 FMS 0
Floor Compare Amount 9,815 Price Achievement 3,380
Allocated Ach Price 9,815 Rem Bal 0 CPC BSO Amt 850
NEXT SCREEN: Eq Achieved Price 9,815
F01=Help F04=Prompt F05=Clear F06=Menu F09=Show F17=Next Scrn
Information was found for the selected criteria and is being displayed.

```

**Sale Range Unit Summary Screen - Example # 3 - Unit 2 - DiFiore Construction**

```

ISRP3203 NP Order Proposal Worksheet      Contract Unit Summary 01/15/97 13:01
WORKSHEET: 51753 UNIT: 2 of 2            Bill Cd/Mt 5195 / 1 Unit Status OARDY
Contract ID 0709364 02 Type BPA Cust COMMERCIAL TRANSACTION CONTRACT
Tran Type SNB Order Date 09/30/96 Dist Rep 80243C Prod 5365FIN Qty 1
Contract Balance 0 Contract Price 36,790
Std/Qtd Amt 0 / 0 Flexibility Cost 0
Buyout Value 0 (Cash Discount) 0
Contr Warr 0 Addl 0 Total 3 Sales Quoted Price 36,790
Addtl Warranty Value 0 (Net Trade-In) 0
Other 0 (Credit Usage) 0
Purch Opt Amt 0 (Invoice Award Amt) 0
Finance Rate Reduction 0 Subtotal Invoice 36,790
Pre Paid Months Amt 0 Financed Amount 0
Order Credit Earned 0 Std/Qtd Rate 0.00 / 0.00 Term 48
Target Revenue 28,525 Fin Monthly Payment Amount 0.00
Sales Rep Floor 27,115 CPC Monthly Payment Amount 384.00
Manager Floor 25,400 Total Revenue 37,390
Eq Comm Floor 22,610 Eq Comm Prc 37,390 FSMA 0
Above Rep Floor 9,675 Finance 0 FMS 0
Floor Compare Amount 36,790 Price Achievement 14,180
Allocated Ach Price 36,790 Rem Bal 0 CPC BSO Amt 600
NEXT SCREEN: Eq Achieved Price 36,790
F01=Help F04=Prompt F05=Clear F06=Menu F09=Show F17=Next Scrn
Information was found for the selected criteria and is being displayed.

```